

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**WRITTEN RESOLUTIONS OF**

**THE RETREAT YORK  
('THE COMPANY')**

**COMPANY NO: 4325622**



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A04 13/10/2008 126  
COMPANIES HOUSE

Circulation Date 27 August 2008

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions  
**(Special Resolutions)**

**SPECIAL RESOLUTIONS**

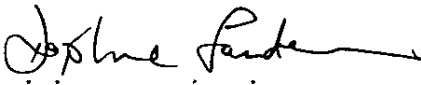
- 1 THAT the attached form of Memorandum of Association be and is approved and adopted as the new Memorandum of Association of the Company in full replacement and to the full exclusion of the existing Memorandum of Association
- 2 THAT the attached form of Articles of Association be and is approved and adopted as the new Articles of Association of the Company in full replacement and to the full exclusion of the existing Articles of Association

**AGREEMENT**

Please read the notes at the end of this document before signing your agreement to the Special Resolutions.

The undersigned being the members of the Company entitled to vote on the above resolutions on 27 August 2008, hereby irrevocably agree to the Special Resolutions

Signed by the following member

Member's Signature 

Member's Name . DAPHNE SANDERS . ..

Date of Signature the 5<sup>th</sup> day of Sept, 2008

## NOTES

- 1 You can choose to agree to all the Special Resolutions or none of them, but you cannot agree to only some of the Special Resolutions. If you agree to all of the Special Resolutions, please indicate your agreement by signing and dating this document where indicated above. If you do not agree to all of the Special Resolutions, you do not need to do anything; you will not be deemed to agree if you fail to reply.
- 2 Once you have indicated your agreement to the Special Resolutions, you may not revoke your agreement.
- 3 Unless, by 25 September 2008, sufficient agreement has been received for the Special Resolutions to pass, they will lapse. If you agree to the Special Resolutions, please ensure that your agreement reaches us before or during this date.
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority, please supply a copy of the relevant power of attorney or authority when signing this document.

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION**

of

**THE RETREAT YORK**

- 1 The name of the Company is "The Retreat York" (hereinafter called "the Company")
- 2 The registered office of the Company will be situated in England
- 3 The objects ("the Objects") for which the Company is established are

*The relief of persons suffering from mental illness (including, but without limitation, persons who are members of the Religious Society of Friends) by such charitable means as the Directors from time to time determine including the provision of a hospital, of mental health services and by undertaking related activities provided that such facilities, services and activities will be conducted in accordance with the principles of the Religious Society of Friends*

- 4 In furtherance of the Objects but not further or otherwise the Company will have the following powers
  - (A) To acquire the premises (described in the schedule to a conveyance to be executed between Friends Trusts Limited of the first part and the Company of the other part) and the undertakings and other assets of the unincorporated charitable association known as The Retreat, York ("the Hospital") and to carry on and conduct the Hospital,
  - (B) To purchase, take on lease, or in exchange, hire or otherwise acquire or hold any real or personal property, and any rights or privileges for the promotion of its Objects or any of them,
  - (C) Subject as provided by Clause 5, to establish and support or aid in the establishment and support of charitable associations or institutions connected with the purposes of the Company or to further its Objects,
  - (D) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company in furtherance of its Objects,
  - (E) To invest the money of the Company not immediately required for its purposes

in or upon such investments, securities or property as may be thought fit, subject to the provisions of the Memorandum,

- (F) Subject to section 38 of the Charities Act 1993, to mortgage or charge all or any of the property of the Company for the purpose of securing, or further securing, any mortgage debt or debts now or in the future charged upon any property of the Company, with a view to the furtherance of its Objects,
- (G) Subject to section 36 of the Charities Act 1993, to sell, improve, manage, develop, lease, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company with a view to the promotion of its Objects,
- (H) To borrow or raise money for the purpose of the Company upon such terms and upon such security as may be deemed expedient, and
- (I) Subject to clause 5 below to employ such staff, who will not be trustees of the Company (hereinafter referred to as "the Directors"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants,
- (J) To provide indemnity insurance to cover the liability of the Directors
  - (i) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company,
  - (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986
- (K) Any such insurance in the case of (J) shall not extend to:
  - (i) any liability resulting from conduct which the Directors knew, or must be assumed to have known, was not in the best interests of the Company, or which the Directors did not care whether it was in the best interest of the Company or not,
  - (ii) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty of wilful or reckless misconduct of the Directors,
  - (iii) any liability to pay a fine
- (L) Any insurance in the case of J(ii) shall not extend to any liability to make such a contribution where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of that company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the company would avoid going into insolvent liquidation, and
- (M) To do all such other things as are incidental or conducive to the attainment of the Objects,

PROVIDED ALSO that in case the Company will take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company will not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law

5 The income and property of the Company will be applied solely towards the promotion of the Objects as set out in this Memorandum and in accordance with the Articles of Association No portion of that income and property will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit, to Governors of the Company No Director will be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company, save that the Company will not be prevented from making payment in good faith

5 1 of the usual professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf, save that at no time will a majority of the Directors benefit under this provision and that a Director will withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion,

5 2 of reasonable and proper remuneration to any Governor, officer or servant of the Company who is not a Director for any services rendered to the Company,

5 3 of interest at a rate not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Directors on money lent or reasonable and proper rent for premises demised or let by any Governor or Director of the Company,

5 4 to any Director or Governor for reasonable out of pocket expenses, and

5 5 of fees, remuneration or other benefit in money or money's worth to a company of which a Director holds not more than a 1/100th part of the issued share capital of such company

5 6 of any premium in respect of any indemnity insurance to cover the liability of the Directors which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company Provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Directors knew, or must be assumed to have known, was not in the best interests of the Company, or which the Directors did not care whether it was in the best interest of the Company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors

6 The liability of the Governors is limited

7. Every Governor undertakes to contribute to the assets of the Company, in the event of it being wound up during the time that he/she is a Governor, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he/she ceases to be a Governor, and of the costs, charges and expenses of winding-up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1
- 8 True accounts will be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company Subject to any reasonable restrictions as to the time and manner of inspecting the accounts that may be imposed in accordance with the regulations of the Company for the time being, the accounts will be open to the inspection of the Governors Once at least in every year the accounts of the Company will be examined and the correctness of the balance sheet ascertained by the auditors
- 9 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Governors, but will be given or transferred to The Meeting for Sufferings of the Religious Society of Friends for such charitable object or objects as the Meeting for Sufferings shall decide

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association

**Names and Addresses of Subscribers**

**Name** Joyce Pickard

**Address** 18 Saville Grove, York, YO30 6NY

**Dated the**    day of

**Name** Michael Thompson

**Address** Burwood, Railway Street, Slingsby, YO62 4AN

**Dated the**    day of



The Companies Acts 1985 to 2006

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

of

**THE RETREAT YORK**

**Interpretation**

**1 In these Articles**

1.1 the following words will have the following meanings -

"the Act" means the Companies Act 1985,

"the Chairman" means the Chairman of Directors or the Chairman of the Governors as applicable,

"the Deputy Chairman" means the deputy Chairman of the Directors or the deputy Chairman of the Governors as applicable,

"the Directors" means the trustees of the Company,

"Friends" means members of the Religious Society of Friends commonly called Quakers,

"Governors" means the members of the Company appointed from time to time in accordance with the Articles,

"Secretary" means any person appointed to perform the duties of the Secretary of the Company, and

"The United Kingdom" means Great Britain and Northern Ireland

1 1 Unless the context otherwise requires, words or expressions contained in these Articles will bear the same meaning as in the Act or any statutory modification of it in force from time to time

**Objects**

2 The Company is established for the objects and ancillary purposes expressed in its Memorandum of Association

## **Governors**

3 Only members of the Religious Society of Friends will be eligible to be appointed as Governors

4 The number of Governors will be twenty four The membership of the Governors will consist of

4 1 twelve Governors appointed by Britain Yearly Meeting of the Religious Society of Friends, through Meeting for Sufferings, and

4 2 twelve Governors appointed by the Northern General Meetings as follows

Cumberland	1
Derbyshire, Lincolnshire & Nottinghamshire	1
Scotland	1
Westmorland	1
Durham	2
Lancashire & Cheshire	2
Yorkshire	4

5 In order to preserve continuity and at the same time to make provision for new Governors to be appointed from time to time the Governors referred to in 4 1 and 4 2 above will be appointed for a period of three years and will be eligible for re-appointment for a further three years No Governor who has served for a continuous period of six years (other than the Chairman) will be eligible for re-appointment until at least one year has elapsed The Chairman will be entitled to serve for a maximum continuous period of nine years but will not then be eligible for re-appointment until at least one year has elapsed

6 The Governors will appoint three of their number to serve on the Nominations Committee

7 The Governors may act notwithstanding any vacancy in their body Any casual vacancy occurring from time to time among appointed Governors may be filled by the body responsible for the original appointment pursuant to Article 4 1 or 4 2 save that the person so appointed or elected will hold office during such time only as the Governor in whose place he/she is appointed or elected would have held office if no vacancy had occurred

8 Appointment as a Governor of the Company will cease automatically if

8 1 the Governor becomes bankrupt or makes any arrangement or composition with his/her creditors generally,

8 2 the Governor becomes a patient under the Mental Health Act 1983,

8 3 the Governor resigns his/her position as Governor by notice in writing to the Company,

8 4 a resolution to remove the Governor is passed for good and sufficient reason at a general meeting of the Company, or

- 8 5 the body responsible for appointing the Governor notifies the Company of its intention to remove the Governor and appoint an alternative Governor in his/her place

### **General Meetings of the Company**

- 9 The Company will in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year, and will specify the meeting as such in the notices calling it. Not more than fifteen months will elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting of the Company will be held at such time and place as the Directors will appoint.
- 10 All general meetings other than Annual General Meetings of the Company will be called Extraordinary General Meetings of the Company. The Directors may, whenever they think fit, convene an Extraordinary General Meeting of the Company, and Extraordinary General Meetings of the Company will also be convened on the requisition of, or, in default, may be convened, by the Governors in accordance with Section 368 of the Act.

### **Notice of General Meetings of the Company**

- 11 An Annual General Meeting of the Company and a general meeting of the Company called for the passing of a special resolution will be called by at least twenty eight days' notice in writing. The notice shall be given to all Governors and to the Directors and auditors. A meeting of the Company other than an Annual General Meeting or a meeting for the passing of a special resolution will be called by at least fourteen days' notice in writing. The notice will be exclusive of the day on which it is served, or deemed to be served in accordance with Article 56 and of the day for which it is given, and will specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business.
- 12 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice will not invalidate the proceedings at that meeting.

### **Proceedings at General Meetings**

- 13 The Governors will annually elect from their members a Chairman and a Deputy Chairman. All business will be deemed special that is transacted at an Extraordinary General Meeting of the Company, and also all that is transacted at an Annual General Meeting of the Company, with the exception of
- 13 1 the consideration of the accounts, balance sheets and the reports of the Directors and auditors, and
- 13 2 the ratification of appointment of Directors in the place of those retiring
- 14 No business will be transacted at any general meeting of the Company unless a quorum of Governors is present at the time when the meeting proceeds to business. Save as is otherwise provided by these Articles, six Governors present in person will be a quorum.

15 If within half an hour from the time appointed for the general meeting of the Company a quorum is not present, the general meeting

15 1 if convened upon the requisition of the Governors, will be dissolved, and

15 2 in any other case will stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Governors present may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Governors present will be a quorum

16 If at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting the Deputy Chairman will be the chairman for the meeting. If neither the Chairman nor the Deputy Chairman are present within five minutes of the time appointed for the holding of the meeting the Governors present will elect one of their number to be Chairman for that meeting

17 The Chairman may, with the consent of any meeting at which a quorum is present (and will if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting will be given as in the case of an original meeting. Save as set out in this Article 17 it will not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting

18 At any general meeting of the Company a resolution submitted to the meeting will be put to the meeting by the Chairman and his/her decision as to the wishes or the sense of the meeting will be conclusive unless on his/her giving his/her decision it shall be challenged by not less than three of the Governors present at the meeting. In normal circumstances the meeting will observe the current practice of the Religious Society of Friends whereby a minute is drawn up in the presence of the meeting once the sense of the meeting is clear. Every resolution submitted to a meeting on which the decision of the Chairman as to the wishes or sense of the meeting shall be challenged as set out above shall be put to the vote of the meeting or shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded

18 1 by the Chairman, or

18 2 by at least three Governors present, or

18 3 by a Governor or Governors present in person and representing one tenth of the total voting rights of all the Governors having the right to vote at the meeting

19 Unless a poll is demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against each resolution. The demand for a poll may be withdrawn

20 Except as provided in Article 22 , if a poll is demanded it will be taken in such manner as the Chairman directs, and the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded

21 Every Governor will have one vote

22 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, will be entitled to a second or casting vote

23 A poll demanded on the election of a Chairman, or on a question of adjournment, will be taken immediately A poll demanded on any other question will be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll

24 Subject to the provisions of the Act, a resolution in writing signed by all the Governors for the time being entitled to receive notice of and to attend and participate at a general meeting will be as valid and effective as if that resolution had been passed at a general meeting of the Company duly convened and held

#### **Directors**

25 Subject to the provisions of the Articles, Governors will be entitled to be appointed as Directors of the Company

26 As far as possible, all Directors should reside within easy travelling distance of the Company's head office

27 The Governors will be responsible for appointing Directors and they will be entitled to appoint Friends and non-Friends as Directors The maximum number of Directors will be eleven and the minimum number of Directors will be three, save that there must always be more Friends Directors than non-Friends Directors Subject to Article 28 Directors' appointments will be made at general meetings of the Company

28 The Directors, along with the Governors in accordance with Article 6, will appoint three of their number to serve on the Company's Nominations Committee The function of the Nominations Committee will be to provide to the Governors for their ratification at Annual General Meeting of the Company recommendations of individuals who they consider to be suitable to serve as Directors

29 Any casual vacancy occurring from time to time among appointed Directors may be filled by the Nominations Committee appointing a Director subject to the terms of these Articles, save that

29 1 any appointment made according to this Article 28 must be ratified by the Governors at the next Annual General Meeting, and

29 2 in any case the person so appointed will hold office during such time only as the Director in whose place he/she is appointed or elected would have held office if no vacancy had occurred

30 Subject to the provisions of Article 31.

30 1 no Director (other than the Chairman), whether appointed before or after the adoption by these Articles, who has served for a continuous period of eight years will be eligible for re-appointment until at least one year has elapsed,

30 2 any Director who, at the time of these Articles being adopted, has served for a continuous period of less than three years will (subject to Article 30 1) be eligible for re-appointment for a further four years and then eligible for re-appointment for a further 1 year,

30 3 any Director who, at the time of these Articles being adopted, has served for a continuous period of between three years and six years will (subject to Article 30 1) be eligible for re-appointment for a further 2 years;

30 4 any person who is appointed as a Director after the adoption of these Articles will (subject to Articles 30 1 to 30 3) be appointed for a period of four years and will be eligible for re-appointment for a further four years,

30 5 no Chairman, whether appointed before or after the adoption of these Articles, who has served for a continuous period of twelve years will be eligible for re-appointment until at least one year has elapsed,

30 6 any Chairman who, at the time of these Articles being adopted, has served for a continuous period of less than nine years is (subject to Article 30 5) eligible to be re-appointment for such further period as would result in him or her having served a maximum continuous period of twelve years, and

30 7 any person, who is appointed as Chairman after the adoption of these Articles will (subject to Articles 30 5 and 30 6) be appointed for a period of four years, will be eligible for re-appointment for a further four years and will then be eligible for re-appointment for a further four years

31 Appointment as a Director of the Company will cease automatically if

31 1 the Director becomes bankrupt or makes any arrangement or composition with his/her creditors generally,

31 2 the Director becomes a patient under the Mental Health Act 1983,

31 3 the Director resigns his/her position as Director by notice in writing to the Company, or

31 4 a resolution to remove the Director is passed for good and sufficient reason at a general meeting of the Company

### **Powers of Directors**

32 The general control, direction and conduct of the Company's business will be vested in the Directors who, in addition to the powers and authorities by these Articles expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company which are not by these Articles or by statute expressly directed or required to be exercised or done in general meeting of the Company

**33 Without prejudice to the general powers conferred by Article 31 the Directors will additionally have the following powers**

- 33 1 To purchase, take on lease, or otherwise acquire and to sell, mortgage, lease or otherwise dispose of or deal with any land, real estate, or other property, rights, or privileges which the Company is authorised to acquire, dispose of, or deal with, at such price and generally on such terms and conditions as they may think fit,**
- 33 2 At their discretion to pay for any such land, real estate or other property or rights acquired by or services rendered to the Company, either wholly or partially in cash, or in bonds, debentures, or other securities of the Company,**
- 33 3 To borrow money, and to mortgage or charge the undertaking and property of the Company, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any other charitable body,**
- 33 4 To appoint and, at their discretion, remove or suspend as they may from time to time think fit, and invest with such powers as they may think expedient and determine the duties and fix the salaries or emoluments of the Chief Executive Officer and, other senior members of staff,**
- 33 5 To appoint committees the composition of which will consist of at least one Director and the chairmanship of which will always vest in a Director, and to entrust to them the management or control of particular aspects or departments of the Company's business, or such other matters as the Directors think fit, save that any committee so appointed will report back to the Directors on its activities as soon as reasonably practicable,**
- 33 6 To appoint any person or company to accept and hold on trust for the Company any property belonging to the Company or in which it is interested, and to execute and do all such deeds and things as are from time to time required to vest such property in such person or company,**
- 33 7 To institute, conduct, defend, compound or abandon any legal proceedings by and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claim or demands by or against the Company and to refer any claims or demands by or against the Company to arbitration, and observe and perform the awards,**
- 33 8 To give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company, and to act on behalf of the Company in all matters relating to bankrupts and insolvents,**
- 33 9 Subject as provided by the Company's Memorandum of Association, to invest any of the money of the Company not immediately required for expenditure upon such securities and in such manner as they may think fit, and from time to time to vary or realise such investments,**
- 33 10 To make such arrangements as they will think fit with the trustees or**

managers of any other funds which are devoted to objects wholly or broadly similar to those of the Company for the taking over, managing or otherwise dealing with such funds,

33 11 From time to time to make, vary and repeal by-laws for the regulation of the business of the Company, its officers and servants, provided always that no such by-law will amount to such an alteration of or addition to the Articles of Association as may only validly be effected by special resolution, and

33 12 To enter into all such negotiations and contracts, and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters set out in these Articles or in the Company's Memorandum of Association or otherwise for the purposes of the Company

34 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors will from time to time by resolution determine

35 The Directors will cause minutes to be made in books provided for the purpose

35 1 of all appointments of officers made by the Directors,

35 2 of the names of the Directors present at each meeting of the Directors and of any committee of the Directors, and

35 3 of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors and every Director present at any meeting of Directors or committee of Directors will sign his/her name in a book to be kept for that purpose

36 A Director will declare his/her interest in any contract with the Company in the manner required by the Act and will not take part at any meeting of the Directors at which such contract is to be discussed or considered for ratification or rejection

### **Proceedings of Directors**

37 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit, save that the Directors will meet at least four times each year

38 Questions arising at any meeting will be put to the meeting by the Chairman and his/her decision as to the wishes or the sense of the meeting will be conclusive unless on his/her giving his/her decision it shall be challenged by not less than three of the Directors present at the meeting. Every question submitted to a meeting on which the decision of the Chairman as to the wishes or sense of the meeting has been challenged will be determined by the majority of votes of the Directors present. In the case of equality of votes the Chairman will have a casting vote whether he/she has or has not voted previously on the same question but no Director will in any other circumstances give more than one vote



- 39 A majority of Directors may, and the Secretary on the requisition of a majority of the Directors, will, at any time summon a meeting of the Directors
- 40 It will not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom
- 41 Unless otherwise determined by the Directors, three Directors will be a quorum
- 42 The Directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of summoning a general meeting of the Company but for no other purpose
- 43 The Directors will annually elect from their Friends number a Chairman and Deputy Chairman. If at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting the Deputy Chairman will be the Chairman for that meeting. If neither the Chairman nor the Deputy Chairman are present within five minutes of the time appointed for the holding of the meeting, the Directors present may choose one of their number to be Chairman of the meeting who need not be, but may be, a Friend
- 44 Without prejudice to their powers under Article 32 5 the Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. A committee formed pursuant to this Article or to Article 32 5 will in the exercise of its powers, conform to any regulations that may be imposed on it by the Directors. Such committee will elect a Chairman of its meetings, but if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting
- 45 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting will be determined in accordance with the provisions of Article 37
- 46 All acts done at any meeting of the Directors or of a committee of Directors, or by any person acting as a Director will, notwithstanding that it is discovered afterwards that there was some defect in the appointment of such Directors or persons acting as a Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director
- 47 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors will be as valid and effective as if it had been passed at a meeting of the Directors duly convened and held

### **Secretary**

- 48 A Secretary will be appointed by the Directors for such term as the Directors think fit. Any Secretary so appointed may be removed by the Directors

### **Accounts**

- 49 The Directors will cause proper books of accounts to be kept with respect to

49 1 all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place,

49 2 all sales and purchases of goods by the Company, and

49 3 the assets and liabilities of the Company

50 Proper books of accounts will not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions

51 The books of accounts will be kept at the registered office of the Company or, subject to the provisions of the Act, at such other place or places as the Directors think fit, and will always be open to the inspection of the Directors

52 The Directors will from time to time in accordance with the Act cause to be prepared and to be laid before the Company in Annual General Meeting of the Company such profit and loss accounts, balance sheets and reports as are referred to in the Act

53 A copy of every balance sheet (including every document required by law to be annexed to it) which is to be laid before the Company in general meeting of the Company, together with a copy of the auditors' report, will not less than twenty one days before the date of the general meeting of the Company be sent to every Governor

#### **Audit**

54 Auditors will be appointed by the Directors and their duties regulated in accordance with the Act

#### **Annual Report**

55 The trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Charity Commissioners

#### **Annual Return**

56 The trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commissioners

#### **Indemnity**

57 Subject to the provisions of the Act every trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him/her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

#### **Notices**

58 A notice may be given by the Company to any Governor or Director either personally or by sending it by post to him/her or to his/her registered address or (if he/she has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him/her to the Company for the giving of notice. Where a notice is sent by post, service will be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of 48 hours after the letter containing the notice is posted.

### **Dissolution**

59 Clause 9 of the Company's Memorandum of Association relating to its winding-up and dissolution will have effect as though its provisions were repeated in these Articles.

1 NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS

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2 NAME, ADDRESS

OCCUPATION

3 Name Joyce Pickard

Retired

4 Address 18 Saville Grove, York, YO30 6NY

5

6 Dated the 15th day of November 2001

Name Michael Thompson

Retired

7 Address Burwood, Railway Street,

8 Slingsby, YO62 4AN

9

10 Dated the 15th day of November 2001